



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

This Release and Waiver of Liability ("Release"), is executed on this _____ day of _____, 2017, by _____ (the "Volunteer") in favor of the Village of Weston, Marathon County, Wisconsin, and its officials, committee members, commission members, board members, employees, and agents (collectively, the "Village").

Volunteer desires, on a volunteer basis, to do the following for the Village [insert specific description of activities to be performed] (the "Activities").

For good and valuable consideration, including the opportunity to volunteer for the Village, Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release, Waiver, and Indemnification: Volunteer does hereby waive, release and forever discharge the Village and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, (including claims and damages arising from bodily injury, personal injury, illness, death or property damage) which arise out of, or occur in connection with, the Activities.

Volunteer further agrees to indemnify and hold harmless the Village from any and all claims, damages, costs, or expenses incurred by the Village which result from or relate to the Activities.

Volunteer understands that this Release releases and discharges the Village from any liability or claim that Volunteer may have against the Village with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Activities, even if caused by the negligence of the Village or its officers, employees, agents. However, this Release does not release and discharge the Village from a liability or claim for harm caused by the intentional or reckless acts of the Village.

Assumption of Risk: Volunteer understands that the Activities may be hazardous to the Volunteer and others, and that such hazards could include bodily injury, personal injury, illness, and death or property damage. Volunteer represents that Volunteer is familiar with the hazards related to or arising out of the performance of the Activities. Volunteer further represents that Volunteer has the education, expertise, experience, and/or skill to properly perform the Activities, in a safe, efficient and proper manner. Volunteer hereby expressly and specifically assumes the risk of injury or harm arising from the Activities.

Not Employee: Volunteer acknowledges and agrees that Volunteer is not an employee of the Village and is not entitled to any compensation from the Village for performing the Activities.

Additional Provisions: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Volunteer agrees that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Opportunity to Negotiate:

- I HAVE BEEN OFFERED THE OPPORTUNITY TO NEGOTIATE THE TERMS AND CONDITIONS OF THIS RELEASE. HOWEVER, I CHOOSE TO ACCEPT THE TERMS AND CONDITIONS OF THIS RELEASE AS THEY ARE, WITHOUT NEGOTIATION.

- I WANT TO NEGOTIATE THE TERMS AND CONDITIONS OF THIS RELEASE BEFORE PROCEEDING WITH THE ACTIVITIES. I UNDERSTAND THAT I MUST CONTACT THE VILLAGE ATTORNEY, MATT YDE, AT (715) 845-7800. ANY CHANGES NEGOTIATED MUST THEN BE APPROVED BY THE VILLAGE ADMINISTRATOR. IF THE MATTER IS NOT RESOLVED, IT WILL BE ADDRESSED AT THE NEXT APPROPRIATE VILLAGE BOARD MEETING.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer's Signature: _____

Volunteer's Printed Name: _____

Address: _____

Phone (home): _____

Phone (work): _____

Date of Performance of Activities: June 17, 2017